

BRYAN, CAVE, McPHEETERS & McROBERTS

500 NORTH BROADWAY
ST. LOUIS, MISSOURI 63102
(314) 231-8600

RECORDATION NO. Filed 1425

ROGER P. BERNHARDT

JAN 11 1980 -9 50 AM

INTERSTATE COMMERCE COMMISSION
REGISTERED MAIL
RETURN RECEIPT REQUESTED

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D. C. 20423

Attention: Mildred Lee - Room 2227

Dear Ms. Lee:

Enclosed please find in triplicate originals of a Security Agreement with respect to which the following information applies:

DEBTOR:

H & M Group
c/o John J. Hennelly, Jr.
500 North Broadway
St. Louis, Missouri 63102

SECURED PARTY:

First National Bank at East
St. Louis
329 Missouri Avenue
East St. Louis, Illinois 62202

COLLATERAL:

One (1) 4,750 cubic foot, 100-ton
triple covered hopper car, with
center pockets, gravity discharge
and trough hatch roof manufactured
by Portec, Inc., numbered PLMX 11336

Please return the original documents to:

Robert Kassing
First National Bank at East St. Louis
329 Missouri Avenue
East St. Louis, Illinois 62202

11349

1800 M STREET, N.W.
WASHINGTON, D. C. 20036
Filed 1425 (2) 457-0041
TELEX 89-627

January 17, 1980

RECORDATION NO.

JAN 11 1980 -9 50 AM

INTERSTATE COMMERCE COMMISSION

No. 0-011AC23

Date JAN 11 1980

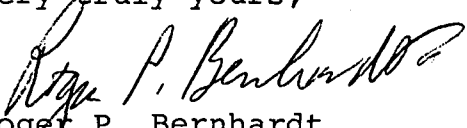
Fee \$ 50.00

ICC Washington, D. C.

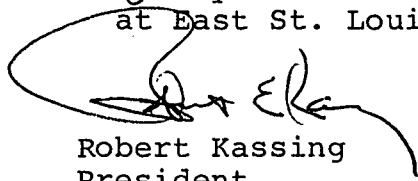
Interstate Commerce Commission
January 7, 1980
Page Two

Also enclosed is a check for \$50.00 to pay your recording fees. Thank you.

Very truly yours,



Roger P. Bernhardt
Attorney for First National Bank
at East St. Louis



Robert Kassing
President
First National Bank at East St. Louis

Interstate Commerce Commission
Washington, D.C. 20423

1/18/80

OFFICE OF THE SECRETARY

Robert Kassing
First National Bank at East St. Louis
329 Missouri Avenue
East St. Louis, Illinois 62202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **1/11/80** at **9:50am**, and assigned re-recording number(s). **11349 & 11349-A**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

JAN 11 1980 -9 50 AM

First National Bank INTERSTATE COMMERCE COMMISSION
at East St. Louis

The undersigned for value received, hereby grants to at East St. Louis (hereinafter called the "Bank" a continuing security interest in the following described property, all accessories, parts and equipment now or hereafter affixed thereto, appertaining thereto or used in connection therewith, and all substitutions therefor (hereinafter collectively called the "Collateral"):

One (1) 4,750 cubic foot, 100-ton triple covered hopper car, with center pockets, gravity discharge and trough hatch roof manufactured by Portec, Inc., numbered PLMX 11336

to secure the payment of all obligations of the undersigned under any promissory note (hereinafter called "Note") evidencing any loan or advance made by the Bank to the undersigned, all obligations of the undersigned hereunder, and all other obligations of the undersigned to the Bank, its successors and assigns, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due. All Notes and other obligations secured hereby are herein collectively called "Liabilities". The Bank's security interest shall also include all cash and noncash proceeds, immediate or remote, of the Collateral, provided that nothing contained herein or in any financing statement shall be deemed to permit or assent to any sale or other disposition of the Collateral unless expressly authorized in the additional provisions hereof or in a separate writing.

Until Default (as defined herein), the undersigned may have possession of the Collateral and use the same in any lawful manner not inconsistent with this Agreement or with any policy of insurance on any of the Collateral.

The undersigned hereby warrants, covenants and agrees that: (1) to the extent, if any, it shall have advised the Bank that any of the Collateral is being acquired with any of the proceeds of any Note, such proceeds may be disbursed by the Bank directly to the seller of such Collateral; (2) unless otherwise provided in the additional provisions hereof, if any, or any schedule attached hereto, or unless otherwise consented to in writing, the Collateral (i) will be kept at its principal place of business, the address thereof being that shown at the end of this Agreement (if mobile equipment or equipment of a type normally used in more than one location, remaining there when not in use), (ii) does not consist of equipment of a type normally used in more than one state and will not be so used, and (iii) will not be attached in any manner to or become a part of any real estate or other personal property apart from other items of the Collateral; (3) it has, or forthwith will acquire, full title to the Collateral, and will at all times keep the Collateral free of all liens and claims whatsoever, other than the security interest hereunder; (4) no financing statement (other than any which may have been filed on behalf of the Bank) covering any of the Collateral is on file in any public office and it will from time to time, on request of the Bank, execute such financing statements and other documents and do such other acts and things, all as the Bank may request, to establish and maintain a valid and perfected first-priority security interest in the Collateral to secure the payment of the Liabilities, including, without limitation, the execution of applications for certificates of ownership or title naming the Bank as first lienholder and/or the delivery of such certificates to the Bank; (5) it will reimburse the Bank for all costs incident to perfecting and keeping perfected the security interest granted hereby, including filing and recording fees, fees for obtaining and transferring of certificates of title, and all taxes and legal and clerical expenses paid or incurred by the Bank in connection with any of the foregoing; (6) it will not sell, transfer, lease or otherwise dispose of or offer to dispose of any of the Collateral or any interest therein except with the prior written consent of the Bank; (7) it will at all times keep the Collateral in first class order and repair, excepting any loss, damage or destruction which is fully covered by proceeds of insurance, and will not use the Collateral in violation of any statute, ordinance or insurance policy; (8) it will pay promptly when due all taxes and assessments on the Collateral or for its use or operation, or upon this Agreement or any Note or the perfection of any lien hereunder (except as otherwise provided by law); (9) it will at all times keep the Collateral insured against loss, damage, theft and other risks, in such amounts and companies and under policies in such form, all as shall be satisfactory to the Bank, which policies shall provide that loss thereunder shall be payable to the Bank as its interest may appear and shall provide for ten days' minimum written notice of cancellation to the Bank (and the Bank may apply any proceeds of such insurance which may be received by it toward payment of the Liabilities, whether or not due, in such order of application as the Bank may determine) and such policies or certificates thereof shall, if the Bank so requests, be deposited with the Bank; and (10) the Bank may examine and inspect the Collateral or any part thereof, wherever located, at any reasonable time or times. Without derogating from any other provisions hereof as to location of the Collateral and consent to changes therein, the undersigned agrees that it will in all events immediately notify the Bank of any change in the place or places at which the Collateral will be kept or in its principal place of business.

The Bank may from time to time, at its option, perform any agreement of the undersigned hereunder which the undersigned shall fail to perform and take any other action which the Bank deems necessary for the maintenance or preservation of any of the Collateral or its interest therein (including, without limitation, the discharge of taxes or liens of any kind against the Collateral or the procurement of insurance), and the undersigned agrees to forthwith reimburse the Bank for all expenses of the Bank in connection with the foregoing, together with interest thereon at the rate of 8% per annum from the date incurred until reimbursed by the undersigned. The Bank may for the foregoing purposes act in its own name or that of the undersigned and may also so act for the purpose of adjusting, settling or cancelling any policy of insurance on the Collateral or endorsing any draft received in connection therewith, in payment of a loss or otherwise, for all of which purposes the undersigned hereby grants to any officer of the Bank its power of attorney, irrevocable so long as any of the Liabilities shall be outstanding.

The occurrence of any of the following events or conditions shall constitute a Default (as such term is used herein): (a) non-payment, when due, of any amount payable on any of the Liabilities or failure to perform any covenant or agreement of the undersigned contained or referred to herein or in any schedule or exhibit attached hereto or otherwise made a part hereof; (b) loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral or the making of any levy, seizure or attachment thereof or thereon; (c) if any statement, representation or warranty of the undersigned herein or in any other writing at any time furnished by the undersigned to the Bank is untrue in any material respect as of the date made; (d) if any Obligor (which term, as used herein, shall mean the undersigned and each other party primarily or secondarily liable on any of the Liabilities) becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against any Obligor alleging that such Obligor is insolvent or unable to pay debts as they mature; (e) death of any Obligor who is a natural person, or of any partner of any Obligor which is a partnership; (f) dissolution, termination of existence or operations, merger or consolidation, or transfer of a substantial part of the property of any Obligor which is a corporation or partnership; (g) any event which results in acceleration of the maturity of any indebtedness of the undersigned to any other creditor under any note, indenture, agreement or undertaking; or (h) if the Bank for reasonable cause of any nature feels itself to be insecure. Upon the occurrence of a Default and at

***including, but not limited to, rights to any and all payments generated by any Management Agreement or Lease Agreements to which Collateral is subject.**

any time thereafter, all Notes and all other Liabilities may (notwithstanding any provisions thereof), at the option of the Bank, and without demand or notice of any kind, be declared, and thereupon immediately shall become, due and payable, and the Bank may exercise from time to time all rights and remedies available to it under the Uniform Commercial Code or other applicable law. The undersigned agrees, in case of Default, to assemble the Collateral at its expense at a convenient place acceptable to the Bank and to pay all costs of the Bank of collection of all Notes and all other Liabilities, and enforcement of rights hereunder or under law, including reasonable attorneys' fees and legal expenses, and expenses incurred on account of damage to any realty or other property to which any of the Collateral may be affixed for repairs to such property or reimbursement for such damage. If any notification of intended disposition of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if mailed at least five days before such disposition, postage prepaid, addressed to the undersigned either at the address shown below, or at any other address of the undersigned appearing on the records of the Bank. Any proceeds of any disposition of any of the Collateral may be applied by the Bank to the payment of expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by the Bank toward the payment of such of the Liabilities, and in such order of application, as the Bank may from time to time elect. The Bank may, at its discretion, apply any surplus to the payment of indebtedness of the undersigned to third parties claiming a secondary security interest in the Collateral.

The Bank shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as the undersigned requests in writing, but failure of the Bank to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of the Bank to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the undersigned, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

No delay on the part of the Bank in the exercise of any right hereunder shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right shall preclude other or further exercise thereof or the exercise of any other right. Each and every right granted to the Bank hereunder, under any other security agreement, or any note, loan agreement, mortgage, pledge or other such instrument or document, or at law or in equity, shall be deemed cumulative and may be exercised from time to time. Any waiver of a Default shall be in writing and shall not operate as a waiver of any other Default or the same Default on a future occasion. If more than one party shall execute this Agreement, the term "undersigned" shall mean all parties signing this Agreement and each of them, and all such parties shall be jointly and severally obligated hereunder. The neuter pronoun, when used herein, shall include the masculine and feminine and also the plural. If this Agreement is not dated when executed by the undersigned, the Bank is authorized, without notice to the undersigned, to date this Agreement.

The additional provisions, if any, set forth or referred to below and any schedules or exhibits referred to below and/or attached hereto (including any warranties, covenants or agreements contained therein) are hereby made a part of this Agreement.

This Agreement has been delivered at St. Louis, Missouri and shall be governed by and construed in accordance with the laws of the State of Missouri. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Either the Bank or the undersigned may terminate this Agreement at any time upon written notice to the other of such termination; provided, however, that such termination shall in no way affect, and this Agreement shall remain fully operative as to, any transactions entered into or rights granted or Liabilities incurred prior to the receipt of such notice by the party to whom given. Any commitment on the part of the Bank which might give rise to a Liability subsequent to termination of this Agreement shall be deemed a transaction entered into prior to receipt of notice of termination. Prior to termination, this Agreement shall be a continuing Agreement in every respect, but shall not be taken as any evidence of a commitment on the part of the Bank to lend or relend.

The rights and privileges of the Bank hereunder shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the 21st day of December, 19 79.

Borrower's Address
(principal place of business):

John J. Hennelly, Jr.
500 N. Broadway
St. Louis, MO. 63102

H & M GROUP

X
(Borrower)

X
(Title)

Schedules and Exhibits*

(If any part of the Collateral (a) will be kept at an address other than that shown above (Borrower's principal place of business), (b) is equipment of a type ordinarily used in more than one state or will be so used, or (c) will be affixed to real estate, Schedule of Additional Information Concerning Collateral should be attached. Otherwise, Borrower's warranties to the contrary contained in the body of the Agreement shall each apply.)

Additional Provisions*

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS.

On this 21 day of December, 1979, before me personally appeared John J. Hennelly Jr and Michael R. Meyer to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written. Dolores Clark, Notary Public, St. Louis County, Mo.

My Commission Expires May 11, 1980

Notary Public

*If none, insert "None".

My term expires